

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(B)

In Re: Palmetto Construction Services, LLC

Case No.: 19-21051_____

Judge: _____

Chapter: _____

**CERTIFICATION OF PROFESSIONAL IN SUPPORT OF
APPLICATION FOR RETENTION OF PROFESSIONAL**

I, Leo D. Congeni, being of full age, certify as follows:

1. I am seeking authorization to be retained as counsel for Debtor, Palmetto Construction Services, LLC.
2. My professional credentials include: Board Certified Business Bankruptcy Law Specialist by the American Board of Certification; Admitted to Louisiana State Bar; practicing bankruptcy law for nearly 20 years _
3. I am a member of or associated with the firm of: The Congeni Law Firm, LLC, 424 Gravier Street, New Orleans, LA 70130 (504) 250-2412; fax (504) 910-3055; email: leo@congenilawfirm.com.
4. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows _see attached engagement agreement.
- ☐ Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1.
5. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

☒ None

☐ Describe connection: _____

6. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

☒ None

☐ Describe Connection: _____

7. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

☒ do not hold an adverse interest to the estate.

☒ do not represent an adverse interest to the estate.

☒ are disinterested under 11 U.S.C. § 101(14).

☒ do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).

☐ Other. Explain: _____

8. If the professional is an auctioneer,

The following are my qualifications and experience with the liquidation or sale of similar property: _____

b. The proposed method of calculation of my compensation, including rates and formulas, is: \$285 per hour for attorney / \$85 per hour paralegal; see attached engagement agreement

Pursuant to D.N.J. 2014-2, I ☐ do or ☒ do not request a waiver of the requirements of D. N. J. LBR 2016-1.

c. The following is an estimate of all costs and expenses, including labor, security, advertising, delivery, mailing, and insurance, for which I will seek reimbursement from the sale proceeds: n/a

d. Have you, or a principal of your firm, been convicted of a criminal offense?

☐ No ☒ Yes (explain below)

e. I certify that a surety bond as described in D. N. J. LBR 2014-2(a)(6) is in effect and will remain so through the date of turnover of the auction proceeds.

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

I certify under penalty of perjury that the above information is true.

Date: 8/23/2019

/s/ Leo D. Congeni
Signature of Professional

rev.8/1/15

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Certified Business Bankruptcy Law Specialist
American Board of Certification

August 23, 2019

Via Email and U.S. Mail

Palmetto Construction Services, LLC
c/o Edward Mendy
11 Eric Drive
Butler, NJ 07405

**Re: *In re Palmetto Construction Services, LLC*
No. 19-21051-VFP, Bankr. D.N.J., Ch.11**

Dear Mr. Mendy:

Thank you for engaging us to represent you in the above-referenced matter. The purpose of this letter is to confirm the information and understandings with regard to the handling of our fees and attorney/client relationships in representing you. For purposes of this letter, "you" and "your" will refer to Palmetto Construction Services, LLC.

I understand the terms of our relationship to be as follows:

1. Scope of Representation: You have engaged us to represent you in connection with preparation of your disclosure statement and plan, and negotiations with creditors and attendance at hearings regarding the same. It is our understanding that you have general chapter 11 bankruptcy counsel to handle other tasks, including case administration matters. Our representation shall be limited to these matters. To the extent you intend to engage us to represent you in other matters, you will be required to execute a separate engagement agreement prior to initiation of services.

2. Payment of Fees and Expenses: In exchange for us handling this matter, you have agreed to pay fees at our hourly rate which are as follows:

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Leo D. Congeni	\$285 per hour
Paralegal	\$85 per hour

You have agreed to pay an initial advance deposit or retainer of \$5,000. Engagement is contingent on receipt of the \$5,000 deposit. The advance deposit shall secure payment of fees and expenses incurred post-petition, including costs and expenses, and shall be held in this firm's trust account. The deposit shall be applied to accrued fees and out-of-pocket expenses at any time at the discretion of the firm, subject to bankruptcy court approval. We reserve the right to request an additional deposit or retainer at any time.

You further agree to provide additional deposit(s) to cover estimated travel costs and expenses, including hotel and airfare, prior to this firm incurring or advancing such charges. You shall advance these estimated amounts even if funds are held on deposit by this firm.

3. **Expenses.** Out-of-pocket costs may include, but will not be necessarily limited to, long distance telephone calls, postage, courier service, photocopying, all travel costs and related expenses, filing and recordation fees, and costs of certificates. We are not required to advance or pay any costs, but generally do so when the expenditure is a small amount.

Our practice is to send periodic statements of our charges for legal services and out-of-pocket expenses. We will provide you with a copy of all statements even if due to the retainer or deposit you owe nothing at that time. We ask that you promptly advise us of any issues with respect to monthly statements.

4. **Termination of Representation.** You have the right at any time to terminate our services hereunder upon notice to us to that effect. Concomitantly, we shall have the right, consistent with our professional and ethical duties, to terminate our services hereunder upon notice to you to that effect. Termination by you or by us will not affect your obligation to pay for any legal services rendered and for any costs incurred prior to the effective date of termination and not covered by the amount deposited.

At the conclusion of this matter, we will retain your legal files for a period of three years after we close our file. At the expiration of the three year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If the foregoing accurately reflects your understanding of our attorney/client relationship and is agreeable to you, please sign and date a copy of this letter where indicated and return it to me as soon as possible.

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Thank you again for allowing us to represent you in this matter. I appreciate the business and look forward to working with you to successfully complete this case.

Very truly yours,

The Congeni Law Firm, LLC

/s/ Leo D. Congeni

By: _____
Leo D. Congeni

ACKNOWLEDGMENT:

I acknowledge and agree to all the terms and conditions of this letter and agree to pay all legal bills as described.

Edward Mendy

By: Edward Mendy, Authorized Representative of Palmetto Construction Services, LLC

Date: August 24, 2019